



Control Number: 48565



Item Number: 47

Addendum StartPage: 0

**BILL OF SALE  
FOR WATER SYSTEM**



**Date:** September 30, 2020

**Seller:** AQUA TEXAS, INC., a Texas corporation

**Seller's Mailing Address (including county):**

Aqua Texas, Inc.  
1106 Clayton Lane, Suite 400W  
Austin, Texas 78723

**Buyer:** Town of Buffalo Gap, Texas, a general law city

**Buyer's Mailing Address (including county):**

Town of Buffalo Gap, Texas  
P. O. Box 506  
Buffalo Gap, Texas 79508

**Consideration:**

Cash and other good and valuable consideration.

**Transferred Assets:**

All of Seller's undivided interest in the personal property owned by Seller and which is dedicated to the operation and/or ownership of that certain water system described in the Texas Water Code §13.301 Sale, Transfer and Merger Application ("STM") through the Public Utility Commission of Texas ("PUC"), with such proceeding assigned Docket No. 48565, whether held in fee simple, by easement, lease or otherwise, exclusively related to the provision of retail potable water service to current and future property owners located in the Gap Water System in Taylor County, Texas, (the "System"); said personal property being described in that certain Asset Purchase Agreement dated June 18, 2018 (the "Asset Purchase Agreement"), specifically as described in the attached Schedule 1.1 and including the following:

- (a) all the land, buildings, pipes, pipelines, wells, pumping stations, storage tanks, standpipes, fire hydrants, flush valves, plants, structures, improvements, fixtures, rights-of-way, rights, uses, licenses and easements owned by Aqua, or in which Aqua has an interest, and all hereditaments, tenements and appurtenances belonging or appertaining thereto, utilized exclusively for the operation of the System;
- (b) all machinery, equipment, tools, furniture, furnishings, leasehold improvements, goods, and other tangible personal property utilized exclusively for the operation of the System;
- (c) all rights of Aqua under any transferable written or oral contract, easement, license, agreement, lease, plan, instrument, registration, permit, certificate, CCN, or other authorization or approval of any nature, or other document, commitment, arrangement, undertaking, practice or authorization, relating exclusively to the System;
- (d) all rights and choses in action of Aqua arising out of occurrences before or after the Closing relating exclusively to the System; and
- (e) files, records, plans, contracts, customer and supplier lists and property records related exclusively to the System.

**PROVIDED, HOWEVER,** that the Parties expressly agree that the Transferred Properties do not include the following:

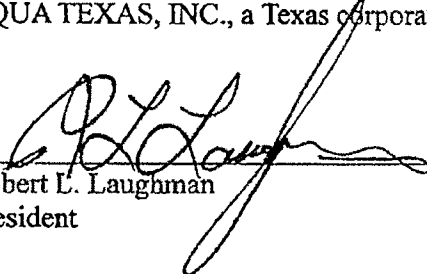
- (a) any and all customer water service lines that run from outside the meter box to each individual residence, commercial or industrial structure served by the System;
- (b) all piping and fixtures internal to each individual customer's structure;
- (c) Aqua's cash on hand and accounts receivables for customer billings for any services provided by Seller prior to the date of Closing, including customer deposits;
- (d) equipment and tools owned or leased by Seller that are not used exclusively for the operation or service of the System;
- (e) all Seller vehicles; and
- (f) all other Seller assets not utilized exclusively for the operation or service of the System, unless otherwise specifically listed in Schedule 1.1 attached hereto.

Seller, for the Consideration recited above, hereby, sells, transfers, and delivers the Transferred Properties to Buyer, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold the Transferred Properties to Buyer and Buyer's employees, agents, representatives, successors, and assigns forever. Seller binds Seller and Seller's heirs and successors to warrant and forever defend all and singular the title to the Transferred Properties to Buyer and Buyer's employees, agents, representatives, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Seller, but not otherwise.

When the context requires, singular nouns and pronouns include the plural.

*Signatures appear on the following pages.*

AQUA TEXAS, INC., a Texas corporation

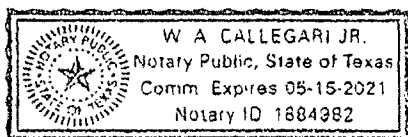
  
Robert L. Laughman  
President

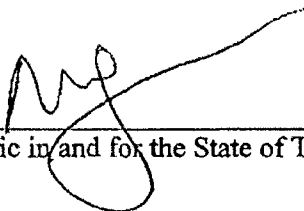
STATE OF TEXAS           §

COUNTY OF HARRIS       §

Before me, the undersigned authority, on this day personally appeared Robert L. Laughman known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act of Aqua Texas, Inc., for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29 day of September, 2020.



  
Notary Public in and for the State of Texas

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

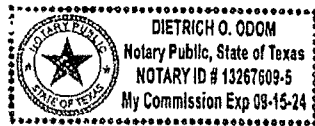
Town of Buffalo Gap, Texas

By: David Perry  
David Perry  
Mayor, Town of Buffalo Gap

THE STATE OF TEXAS   §  
                                  §  
COUNTY OF TAYLOR   §

BEFORE ME, the undersigned authority on this day personally appeared David Perry, Mayor of the Town of Buffalo Gap, a Texas general law city, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of the city.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30<sup>th</sup> day of September, 2020.



Dietrich O. Odom  
Notary Public in and for the State of Texas

Printed Name: Dietrich O. Odom  
My Commission Expires: 09/15/2024

Schedule 1.1

List of Assets

The assets comprising Aqua Texas, Inc.'s Gap Water System (PWS ID No. 2210023) include the following:

<b>Gap Water System - Summarized Asset Listing</b>		
<u>Item#</u>	<u>Description</u>	<u>Quantity</u>
1.	Treatment & Booster Pump Station	1
2.	83,000-gallon Ground Storage Tank	1
3.	Decommissioned 83,000-gallon Ground Storage Tank (not currently in use or working order)	1
4.	33,000-gallon Raw Water Tank	1
5.	7,000-gallon Backwash Storage Tank	1
6.	25 HP Booster pumps, motors & controls	3
7.	Filter Building including filters (filters were used previously, but not currently in use)	1
8.	Backwash Building including pumps	1
9.	Chlorine & Polyphosphate chemical feed building	1
10.	8,000-gallon Hydro Pneumatic Tank	1
11.	Groundwater wells	4
12.	Remote Booster Pump Station	1
13.	Water Distribution System - Mains 1-inch to 10-inch	Various
14.	Flush Valves, main valves & blow offs	36
15.	Meters & ERTs with meter boxes	269
16.	Plant Site Land including wells	1
17.	Well Sites Fencing & Gates	3
18.	Plant Site Fencing & Gates	1

STATE OF TEXAS

COUNTY OF HARRIS

**SELLER'S AFFIDAVIT OF CLOSING**

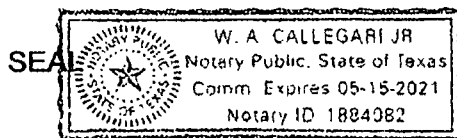
I, Robert L. Laughman, certify that I am the President of Aqua Texas, Inc. ("Aqua Texas"); and certain assets of Aqua Texas, Inc. are being sold to the Town of Buffalo Gap, Texas ("Buffalo Gap") through a Water Code §13.301 sale as more specifically described in the §13.301 Sale, Transfer and Merger Application ("STM") through the Public Utility Commission of Texas ("PUC"), with such proceeding assigned Docket No. 48565. The sale and transfer of the utility assets closed on September 30, 2020. Management and control of the utility system transferred at midnight that evening. Both events occurred after receipt of the PUC Order Approving Sale/Transfer to Proceed issued by the PUC authorizing the parties to close this transaction.

Customer deposits were refunded by Seller in connection with the closing utilizing credits to customers' final bills and refunds of credit balances.

Aqua Utilities, Inc. consents to the transfer of the Certificate of Convenience and Necessity ("CCN") that is the subject of the aforementioned PUC Docket. By affixing my authorized signature below, Aqua Texas agrees to undertake all actions necessary to effectuate the CCN transfer, including, but not limited to executing all required consent documents as reasonably requested by Buffalo Gap.

  
Robert L. Laughman, Affiant

SWORN AND SUBSCRIBED TO under oath by Robert L. Laughman, President of Seller, Aqua Utilities, Inc. before the undersigned notary public in witness of which I place my hand and seal on September 30, 2020.



  
Notary Public, State of Texas

Print name: \_\_\_\_\_

Commission expires: \_\_\_\_\_



STATE OF TEXAS

COUNTY OF TAYLOR

BUYER'S AFFIDAVIT OF CLOSING

I, David Taylor, certify that I am the Mayor of The Town of Buffalo Gap, Texas ("Buffalo Gap"), the purchaser of certain of the assets of Aqua Texas, Inc. ("qua Texas") through a Water Code §13.301 sale as more specifically described in the §13.301 Sale, Transfer and Merger Application ("STM") through the Public Utility Commission of Texas ("PUC"), with such proceeding assigned Docket No. 48565. The sale and transfer of the utility assets closed on September 30, 2020. Management and control of the utility system transferred at midnight that evening. Both events occurred after receipt of the PUC Order Approving Sale/Transfer to Proceed issued by the PUC authorizing the parties to close this transaction.

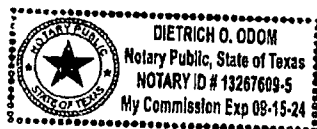
Customer deposits were refunded by Seller in connection with the closing utilizing credits to customers' final bills and refunds of credit balances.


Buffalo Gap accepts the transfer of the Certificate of Convenience and Necessity ("CCN") that is the subject of the aforementioned PUC Docket. By affixing my authorized signature below, Buffalo Gap agrees to undertake all actions necessary to effectuate the CCN transfer, including, but not limited to executing all required consent documents as reasonably requested by Aqua Texas.

  
\_\_\_\_\_  
David L. Perry, Affiant

SWORN AND SUBSCRIBED TO under oath by David L. Perry, Mayor of Town of Buffalo Gap, Texas, Buyer before the undersigned notary public in witness of which I place my hand and seal on September 30, 2020.

SEAL



  
\_\_\_\_\_  
Notary Public, State of Texas

Print name: Dietrich O. Odom

Commission expires: 07-15-2024

**PUC DOCKET NO. 48565**

<b>APPLICATION OF AQUA TEXAS,</b>	<b>§</b>	<b>PUBLIC UTILITY COMMISSION</b>
<b>INC. AND TOWN OF BUFFALO GAP</b>	<b>§</b>	
<b>FOR SALE, TRANSFER, OR</b>	<b>§</b>	<b>OF TEXAS</b>
<b>MERGER OF FACILITIES AND</b>	<b>§</b>	
<b>CERTIFICATE RIGHTS IN TAYLOR</b>	<b>§</b>	
<b>COUNTY (GAP WATER SYSTEM)</b>	<b>§</b>	

**SUBMISSION OF CLOSING DOCUMENTATION**

COME NOW, Aqua Texas, Inc. (“Aqua”) and the Town of Buffalo Gap (“Town”) (collectively, the “Applicants”) and file this Submission of Closing Documentation to evidence the Applicants’ conclusion of this transaction.

On August 2, 2018, the Applicants filed an application for Sale, Transfer or Merger of Facilities and Certificate Rights in Taylor County related to the Gap Water System. On November 28, 2018, the Commission issued Order No. 4 Approving Transaction to Proceed, to be concluded by May 28, 2019. Order No. 4 required the Applicants to submit monthly updates regarding the status of efforts to conclude the transaction, address customer deposits, and submit documents evidencing same beginning on December 20, 2018, and each month thereafter. On May 23, 2019, the Commission entered Order No. 5 Granting Request for Extension allowing the Applicants until November 25, 2019 to conclude the transaction. On November 25, 2019, the Commission entered Order No. 7 Granting Request for Extension allowing the Applicants until May 25, 2020 to conclude the transaction. On May 22, 2020, the Commission entered Order No. 8 Granting Request for Extension allowing the Applicants until September 30, 2020 to conclude the transaction.

The Applicants hereby file with the Commission the following documents evidencing the conclusion of the transaction:

1. Bill of Sale for Water System, dated September 30, 2020

2. Seller's Affidavit of Closing, dated September 30, 2020
3. Buyer's Affidavit of Closing, dated September 30, 2020

Respectfully submitted,

By: /s/ Eileen M. Hayman  
Eileen M. Hayman  
State Bar No. 24076684  
MESSER FORT & McDONALD PLLC  
500 Chestnut St., Suite 1601  
Abilene, Texas 79602  
Tel: (325) 701-7960 / Fax: (325) 701-7961  
[eileen@txmunicipallaw.com](mailto:eileen@txmunicipallaw.com)

**ATTORNEY FOR TOWN OF BUFFALO GAP**

Geoffrey P. Kirshbaum  
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Austin, Texas 78701  
Tel: (512) 474-9100 / Fax: (512) 474-9888  
[gkirshbaum@terrellwaldrop.com](mailto:gkirshbaum@terrellwaldrop.com)

**ATTORNEY FOR AQUA TEXAS, INC.**

**CERTIFICATE OF SERVICE**

I certify that a copy of this document will be served on all parties of record on October 19, 2020 in accordance with P.U.C. Procedural Rule 22.74.

/s/ Eileen M. Hayman  
Eileen M. Hayman